

EXHIBIT B

WIRE TRANSFER TERMS AND CONDITIONS

1. **Acceptance and execution of request by Northfield Bank (the "Bank").** Client's request is considered accepted by Bank when Bank executes it. Client acknowledges that the Bank maintains deadlines for accepting wire transfer requests. If Client's request is received prior to the deadline, it will be executed by Bank that wire transfer business day. A Client's request received after the deadline may be executed the next wire transfer business day. Wire transfer deadlines are subject to change from time to time at the sole discretion of the Bank. The Bank is not obligated to honor or accept any payment order which violates the provisions of these Terms and Conditions, requires the use of a bank or institution not acceptable to the Bank, would cause the Bank to violate any applicable law or regulation, or involves funds subject to hold, dispute, or legal process preventing their withdrawal.
2. **Cancellation or amendment of wire transfer request.** Client may not be able to cancel or amend a request after it is received by Bank. However, Bank may, at its discretion, use reasonable efforts to act on the Client's request for cancellation or amendment. Client agrees to indemnify and hold Bank harmless from any and all liabilities, costs and expenses Bank may incur in attempting to cancel or amend the wire transfer.
3. **Erroneous information.** Client acknowledges and agrees that when Client provides Bank with a bank name and number or a beneficiary's name and account number when requesting a wire transfer, that the Bank is entitled to rely on the information provided and that payment may be made solely on the basis of the bank number and account number even if the bank number or account number identify a beneficiary different from the bank or beneficiary named by Client. Client further agrees that its obligations to pay the amount of the wire transfer to Bank are not excused in such circumstances.
4. **Payment to Bank.** Client agrees to pay the Bank the amounts of any payment orders executed by the Bank pursuant to this transfer request. Client agrees to pay all charges and fees which the Bank may, from time to time, impose for the services provided hereunder and to reimburse the Bank for any expenses incurred by the Bank in canceling or amending this transfer request. Client agrees that the Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this transfer request by debiting Client's account specified on the front of this form. In the event such funds are insufficient to cover such obligations, the Bank may debit any account Client maintains with the Bank and may set off any amount it owes Bank in order to obtain payment. Client agrees that the Bank will not be liable to the Client for damage to Client resulting from the Bank's debiting any account of Client pursuant to this paragraph.
5. **Account statements.** All wire transfers will be reflected on Client's periodic bank statement. In some cases, the Bank may also notify Client in writing, electronically, or by a report produced by one of Bank's information reporting services. Client should review each statement or other such Bank notice for any discrepancies in connection with wire transfers. Client must notify the Bank in writing upon discovering an error or within fourteen (14) days after Client receives the first notice or statement which has a discrepancy, whichever is earlier. Failure to notify the Bank as described will relieve the Bank of any liability to Client for any losses caused by an unauthorized or erroneous wire transfer.
6. **Method used to make the wire transfer.** The Bank may select any means for the transmission of funds which it considers suitable, including, but not limited to the Bank's own internal systems or Fed wire. The Bank is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another bank, refusal or delay by another bank to accept the wire transfer, war, emergency conditions, fire, earthquake, or other circumstances not within the Bank's control.
7. **Duty of reasonable care.** The Bank shall exercise good faith and reasonable care in processing Client's wire transfers and will not be liable unless it fails to exercise such reasonable care. Client shall similarly exercise good faith and reasonable care in communicating wire transfer requests to the Bank and in reviewing bank statements or notices for any discrepancies. Client is responsible for ensuring the accuracy of requests and the Bank has no duty whatsoever to verify the accuracy of requests, nor will the Bank be liable for losses or damages arising out of requests containing erroneous information. The Bank is not liable in any case for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind, even if the Bank has been informed of the possibility of such loss or damages. Client agrees to indemnify and hold the Bank, its agents, directors, officers, parent, affiliates and employees harmless from and against any and all claims, demands, losses, liabilities, and expenses, including attorney's fees and costs, resulting directly or indirectly from or in connection with this transfer request. In no case will the Bank be responsible for Client's attorney fees.
8. **Choice of law.** The rights, duties and liabilities of the parties to this Agreement shall be subject to Uniform Commercial Code Article 4A as in effect in the State where this Agreement was executed. In all other respects, this Agreement will be subject to the laws of New Jersey. If any part of the wire transfer involves the use of the Fed wire, the rights and obligations of the Bank and Client regarding that wire transfer are governed by Regulation J of the Federal Reserve Board.